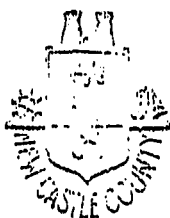


AM J. CONNER
CTY EXECUTIVE



PUBLIC BUILDING
WILMINGTON, DELAWARE
802-078-0011

March 19, 1971

*This was when
bond 4 was drawn
+ then put on top*

William Poole, Esquire
Potter, Anderson & Corroon
Delaware Trust Building
Wilmington, Delaware

Dear Bill:

Re: Landfill Redevelopment

In prior meetings between William C. Ward of Land Redevelopment Company and representatives of New Castle County, the parties recognized the approaching exhaustion of the areas which have been used for landfill purposes up to the present time and the need to make additional areas available for filling. The Department of Public Works has developed plans for systematically utilizing the portion of the land covered by the landfill agreement which has heretofore been unused. These plans have been submitted to Land Redevelopment Company as provided in our contract. In order that the needs of the County may be provided for without interruption, we must insist that Land Redevelopment Company proceed without delay to implement these plans.

*Bill
intent*
I am informed that recently Land Redevelopment Company has not complied with the covering requirements of the agreement. This is a matter affecting the health of the community and is of concern to the State health authorities. I understand that currently an effort is being made to correct this situation; we trust that these efforts will continue. It is not in the interest of your client or the County that compliance in this respect be relaxed.

Your letter of March 2, 1971, indicates that with respect to claims made by the Company for additional compensation for dumping at the landfill, the Company is unwilling to settle those claims on the basis proposed by me. The Company has been paid based on tokens collected by the Department of Public Works and based upon the applicable rules and regulations of the County. While the additional

*Handed to
Bill 11-12*
027953

000281

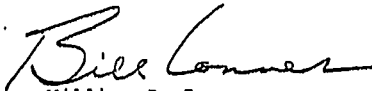
William Poole, Esquire

- 2 -

March 19, 1971

amount which the Company is claiming is substantial, it is a small percentage of the compensation which the Company has received and is an accumulation over the duration of the agreement. Certainly our differences in this respect do not warrant a failure on the part of the Company to perform under the agreement. My offer of settlement remains open. We recognize that if an impasse is reached with respect to this claim for additional compensation, your client may decide to submit the matter to arbitration under Paragraph 33 of the agreement.

Very truly yours,



William J. Conner
County Executive

WJC/smc

CC: William C. Ward, Land Redevelopment Company
George W. Dutcher, Director of Public Works
Clarence W. Taylor, County Attorney

027954